

苏黎世中国董事、高级管理人员和公司责任险 2009 版附加条款差异条款

兹经双方理解并同意，如果**保险人**根据本保险单规定不予赔偿损失，但**被保险个人或公司**基于**原有保单**的条款、条件、除外及限制本可获得保险赔偿，则本保险单应按与**原有保单**相同的条款、条件、除外及限制于起始日起履行赔偿责任。

如果**原有保单**在本保险单起始日后持续有效，则本保险单将承担对**原有保单**的超赔赔偿责任，直至**原有保单**到期，其后本保险单保障范围将递延作为基础保单履行赔偿责任。此外，如果**原有保单**自本保险单起始日后持续有效，但根据本保险单而非**原有保单**可获得损失赔偿，则本保险单保障范围将递延作为基础保单，以本保险单的条款和条件履行赔偿责任。在其他所有情况下，本保险单应作为基础保单履行赔偿责任。

仅于适用本附加条款项下的规定时，**原有保单**的定义增加如下：

原有保单是指由[保险公司]签发的基础保单[保单号，保险期限]以及由[保险公司]签发的超赔保单[保单号，保险期限]。

本保障项下的任何规定均不增加**保险人**在本保险单项下的最高累计责任限额，**保险人**根据本项保障进行赔付时须适用并相应减少保险单所载的**赔偿责任限额、分项赔偿责任限额和超赔赔偿责任限额**。

本附加条款与主险条款相抵触之处，以本附加条款为准，本保险合同的所有其他条款、条件和限制维持不变。

Blanket DIC Extension

It is hereby understood and agreed that, if the **Insurer** is not liable for loss under this policy, but cover for the same loss would have been available to any **Insured Person** or any **Company** based upon the terms, conditions, exclusions and limitations of an **Existing Policy**, then this policy shall provide cover in accordance with the same terms, conditions, exclusions and limitations of the **Existing Policy** as if it was in existence on the inception date.

If the **Existing Policy** remains in force after the inception date of this policy, then the insurance provided by this policy applies excess over the **Existing Policy** until the expiry of the **Existing Policy**, after which this policy shall drop down and continue in force as primary insurance. In addition, if the **Existing Policy** remains in force after the inception date of this policy and cover would be available under this policy but not under the **Existing Policy**, then this policy shall drop down and provide cover in accordance with the terms and conditions of this policy. In all other circumstances this policy shall operate as primary insurance.

Solely in respect of this Endorsement, the definition of **Existing Policy** is added following:

Existing Policy means the primary policy issued by XXX (Policy number: XXX, Policy Period: XXX - XXX) and the excess policy issued by XXX (Policy number: XXX, Policy Period: XXX - XXX)

Nothing in this Section shall act to increase the **Insurer's** maximum aggregate liability under this policy, and any payment by the **Insurer** pursuant to this Section shall be subject to, and shall act to erode the limits of, the **Limits of Liability, Sublimits of Liability** and **Excess Limits** set out in the Schedule.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS REMAIN UNCHANGED.